

MEMORANDUM OF UNDERSTANDING

120-162-P-N2011

between
SUPERIOR COURT OF CALIFORNIA
EL DORADO COUNTY
and
EL DORADO COUNTY HEALTH SERVICES DEPARTMENT
Teen Court Program

This Memorandum of Understanding (MOU), made and entered into by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY), and the Superior Court of California, El Dorado County, (hereinafter referred to as COURT);

RECITALS

WHEREAS, COUNTY through its Health Services Department, Public Health Division Alcohol and Drug Program administers the El Dorado County Teen Court Program (PROGRAM); and

WHEREAS, the PROGRAM serves a target population of youth ages 13 to 18 years in two geographic locations in the COUNTY – Placerville and South Lake Tahoe; and

WHEREAS, the PROGRAM requires a presiding judge to coordinate the planning, development, and implementation of the PROGRAM; and

WHEREAS, the COURT has represented to the COUNTY that it is specially trained, experienced, expert and competent to perform the special services required hereunder, and COUNTY has determined to rely on such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article I. TERM

This MOU is effective upon signature by all parties hereto and shall cover the term July 1, 2011 through June 30, 2012 unless earlier terminated pursuant to Sections 3.01 and 3.02, or Section 4.02 herein.

Article II. SCOPE OF SERVICES

Section 2.01 The COUNTY Health Services Department (HSD) is the administrator of the PROGRAM. The PROGRAM requires close coordination between all parties involved, the major partners being the COURT and the County of El Dorado Probation Department (PROBATION), to continue its success. The COURT agrees to perform the services listed herein to assist HSD in accomplishing the goals of the PROGRAM.

Section 2.02 HSD shall coordinate the Teen Court Advisory Board consisting of the presiding judge, participating attorneys, PROBATION representatives, contracted treatment providers, parent volunteers and HSD staff. The Advisory Board shall oversee the Teen Court Program and adjust program guidelines, activities and process as appropriate.

Section 2.03 HSD through its Alcohol and Drug Program (ADP) shall assign a Project Coordinator who will have general authority for implementing PROGRAM activities and maintaining compliance with all programmatic, administrative and fiscal requirements of said PROGRAM.

Section 2.04 The PROGRAM Project Coordinator is responsible for:

- (a) Coordinating the PROGRAM with the COURT and PROBATION.
- (b) Attending all required meetings, trainings, Teen Court sessions, and Advisory Board meetings.
- (c) Overseeing PROGRAM activities.
- (d) Coordinating recruitment and training of student jurors, student attorneys, student bailiffs and clerks, adult attorneys, and volunteers.
- (e) Maintaining documentation of PROGRAM activities and outcomes.
- (f) Compiling all required reports, including progress reports, and providing the reports to Advisory Board members.
- (g) Assisting with PROGRAM evaluation.
- (h) Providing public relations activities including but not limited to articles in the local newspapers, presentation of information to the community, and training for youths who will participate in the PROGRAM efforts, activities, and trainings.
- (i) Identifying and linking other associated county wide efforts and services to support collaborative efforts.

Section 2.05 The COURT agrees to:

- (a) Provide a presiding Judge to coordinate the planning, development, and implementation of the PROGRAM. The presiding judge is responsible for:
 - (i) Ongoing participation in the coordination and collaboration of the PROGRAM.
 - (ii) Presiding over hearings.
 - (iii) Providing court room access.
 - (iv) Assisting with bi-annual Teen Court trainings.
 - (v) Ensuring that sentencing is congruent with standard juvenile justice procedures sentencing.

Article III. FISCAL PROVISIONS

There is no remuneration associated with this MOU.

Section 3.01 COUNTY performance of this MOU is contingent upon receipt of funding from The Net Negotiated Agreement (NNA) Substance Abuse Prevention and Treatment (SAPT) Discretionary funding allocation from the State of California, Department of Alcohol and Drug Programs. COUNTY services provided for under this MOU are paid for by these funds and the SAPT allocations distributed monthly over the course of the year.

Section 3.02 If the above-noted funds are reduced or eliminated, the parties agree that this MOU may become immediately null and void and have no further force or effect. COUNTY will notify the COURT within ten (10) working days if funding is reduced or terminated, and advise COURT whether the MOU is to be modified or terminated.

Article IV. GENERAL PROVISIONS

Section 4.01 This MOU may be amended by written mutual consent of both parties.

Section 4.02 Either party may terminate this MOU upon thirty (30) days written notice to the other. Upon Notice of Termination the parties shall promptly discontinue all services affected, as of the effective date of termination as set forth in such Notice of Termination, unless the parties agree otherwise.

Article V. INDEPENDENT LIABILITY

Section 5.01 COUNTY and COURT are, and shall be at all times, deemed independent and wholly responsible for the manner in which they perform services required by the terms of this MOU. Both parties exclusively assume responsibility for acts of their employees, associates, and subcontractors, if there are any authorized herein, as they relate to services to be provided under this MOU during the course and scope of their employment.

Section 5.02 Both parties shall be responsible for performing the work under this MOU in a safe, professional, skillful and workmanlike manner and shall be liable for their own negligence or negligent acts of their employees. The COURT shall have no right of control over the manner in which work is to be performed by COUNTY and shall, therefore, not be charged with the responsibility of preventing risk to the COUNTY or its employees. COUNTY shall have no right of control over the manner in which work is to be performed by the COURT, and shall, therefore, not be charged with responsibility of preventing risk to the COURT or its employees.

Article VI. INDEMNITY

Section 6.01 COUNTY shall indemnify, defend and hold harmless the COURT, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of COUNTY, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

Section 6.02 COURT shall indemnify, defend and hold harmless the COUNTY, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of COURT, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

Article VII. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

or to such other location as COUNTY directs.

Notices to COURT shall be addressed as follows:

CALIFORNIA SUPERIOR COURT, EL DORADO COUNTY
1354 JOHNSON BLVD, SUITE 2
SOUTH LAKE TAHOE, CA 96150
ATTN: HONORABLE SUZANNE KINGSBURY

or to such other location as COURT directs.

Article VIII. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Shirley White, Alcohol and Drug Program Manager, or successor.

Article IX. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT HEAD



Neda West, Director
Health Services Department

6-1-11

Date

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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated herein below.

COUNTY OF EL DORADO

Raymond J. Nutting, Chair
Board of Supervisors


Dated: _____

*Attest: Suzanne Allen de Sanchez,
Clerk of the Board of Supervisors*

Deputy Clerk

Dated: _____

CALIFORNIA SUPERIOR COURT,
COUNTY OF EL DORADO



Suzanne N. Kingsbury, Presiding Judge
California Superior Court, El Dorado County

Dated: 6/8/11